INVITATION
FOR
BID

505-12-BB0001

Contract For
27 Passenger Body on Chassis (BOC) Buses

There will be an Optional pre-proposal conference for this solicitation
December 12, 2011 at 2:00 p.m.

Offeror Registration: In order to receive an award you must be a registered Offeror with eVA.

Note: This public body does not discriminate against faith based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

DRPT
Virginia Department of Rail and Public Transportation
The Smartest Distance Between Two Points

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION
600 East Main Street, Suite 2102
RICHMOND, VIRGINIA 23219

INVITATION FOR BIDS - TERM CONTRACT

The purpose of this invitation is to solicit sealed bids whereby contract(s) may be established for furnishing the equipment, materials, supplies, and/or services described herein to authorized users, if and when ordered, during the contract period.

Sealed bids will be received in the division's office at 600 East Main Street, suite 2102 Reception Desk, Richmond, Virginia 23219 until the due date and hour shown below and then publicly opened. Failure to bid without explanation may remove your firm from vendor registration list for that particular commodity.

Commodity:	**27 Passenger BOC (32 Ft. Wide Body)**	Date:	**December 5, 2011**
UNSPSPC CODE:	**25101505**	NIGP Commodity Code:	**07093**
Authorized Users:	**Entities Funded by DRPT**	Pre-Bid Conference:	**December 12, 2011, 2:00 pm**
		Bid Due Date:	**January 6, 2012, 5:00 pm**
Contract Period:	**1 year**	Bid Opening Date:	**January 9, 2012, 9:00 am**
Purchase Officer:	**Krystyna Hepler**	Phone:	**(804) 225 3745**

Important: **See page 17 of the IFB (*eVA* Business to Government Web Site) (General Term 22)**

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 11-35.1 or against a bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

In compliance with this invitation for bid and to all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services at the bid price(s) indicated. I certify that I am authorized to sign this bid.

Company Name & Address

_____

_____

_____

FIN or SS Number: _____

Dun and Bradstreet No. (D-U-N-S®): _____

Prompt Payment Discount _____% _____days

Date _____

By _____
Signature in ink

Name _____
(Please Print)

Title _____

Telephone Number _____

FAX # _____

E-mail _____

BIDDERS ARE CAUTIONED THAT ANY RESULTING CONTRACT AWARDED WILL REQUIRE THAT THE CONTRACTOR RESPOND TO PURCHASES MADE WHENEVER AND WHEREVER PLACED BY THOSE AUTHORIZED USERS HAVING REQUIREMENTS FOR THESE GOODS/SERVICES. ALL ITEMS SHALL BE F.O.B. DELIVERED TO ANY SUCH POINT WITHIN THE COMMONWEALTH OF VIRGINIA.

INVITATION FOR BIDS

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A. **PURPOSE:** The purpose of this Invitation for Bids is to solicit sealed technical responses and price bids to establish a contract with the best qualified firm for the 27 Passenger Body On Chassis Bus for any entities funded by the Virginia Department of Rail and Public Transportation.

B. **SCOPE OF WORK:** It is the intent of this specification to describe the design requirements in Attachment C and Attachment E for 27 Passenger Body On Chassis Buses**.** The Buses must be rugged enough to withstand rigorous intensive daily transit service operations and provide maximum reliability and availability, with a minimum of maintenance and repair time. They shall exhibit maximum passenger appeal in appearance, comfort and safety, combined with excellence in reliability, operating characteristics, efficiency, and economy of operation. It shall have a minimum expected life to 7 years or 200,000 miles, whichever comes first, and is intended for the widest possible spectrum of adult passengers, elderly, and persons with disabilities. In addition, it shall meet all federal conditions of manufacturer/vendor under Attachment I as stated herein.

C. **BIDDERS INSTRUCTIONS:**

1. **General Bid Submission Requirements:**

   a. The competitive sealed bidding process will be used for this solicitation.

   b. Although DRPT reserves the right at its option to request any Bidder to submit additional information that may be necessary to clarify the bid and to submit any additional information which DRPT deems necessary in order to evaluate the Bidder's bid and determine responsiveness and responsibility, there will be no negotiation.

   c. Only paper submissions will be accepted for this solicitation.

   d. Failure to completely and accurately follow all of the instructions for the IFB process may result in rejection of the bid. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities. Failure to submit any of the required information may result in the bid being declared non-responsive.

   e. Technical Responses may include terms in addition to those set forth herein in Attachment C or in Attachment E below, provided the additional terms are not inconsistent with the terms and conditions set forth herein. If **bidding a deviation** from any of the specifications, the Bidder shall **note and explain as to how the Bidder's respective product bid deviates from the specified product's specifications as a part of their bid response to this IFB. Prior to the due date for bids, bidders are strongly encouraged to submit a draft of any additional terms which are sought to be included, in order**

that it may be determined whether the terms are not acceptable. Technical Responses which contain unacceptable terms will be rejected.

2. **Proposal Preparation:**

a. The Bidder shall prepare a Technical Proposal for furnishing the goods and services described in the IFB.

b. Technical Proposal must be organized and prepared as described in the section. Technical Proposals that are not organized and prepared in this manner may be eliminated from consideration by DRPT at any time, at DRPT's sole discretion.

c. The Technical Proposal shall be completed and comprehensive, with an emphasis on being concise and clear. Incomplete responses to IFB statements and requirements and responses the lack content and necessary detail are grounds for rejection by DRPT at any time, at DRPT's sole discretion.

d. Elaborate bindings or literature are not necessary, but all documents must be clear and legible. Technical Proposals with poor quality copies of materials may be rejected.

e. The Technical Proposal shall have four (4) sections and be organized as follows:

i. Section 1) Narrative Response

ii. Section 2) Specification Response

iii. Section 3) Qualifications/Experience.

iv. Section 4) Additional Material from Bidder (If applicable)

f. Section 1 – Narrative Response.

i. This Section must be in narrative form and contain all necessary and relevant information for DRPT to determine that the Bidder meets the stated requirements.

ii. Section 1 – Narrative response shall describe the means and methods for providing goods and services per the requirements of the IFB and what goods, equipment, and service, as applicable, will be furnished.

iii. Each paragraph in Section 1 – Narrative Response shall reference the IFB section number in the corresponding section of the IFB.

iv. The Bidder shall repeat the IFB section number, sub-number, and text of the requirement as it appears in the IFB.

v. If a response covers more than one page, the Bidder must repeat the IFB section number and sub-letter at the top of the subsequent page.

vi. In Section 1 – Narrative response, the Bidder shall respond to each section of the IFB.
- The Bidder shall describe and explain in detail their proposed products and solutions and how the products and solutions meet the requirements stated in the IFB.
- All pages in Section 1 must include the IFB number and page numbered.
- The Narrative Response will all pages contained in Section 1 must be placed behind a separate tab in the Technical Proposal entitled "Section 1 – Narrative Response".

g. Section 2 – Supporting Documentation.

i. The Bidder may include additional supporting documentation with the Technical Proposal.

ii. The supporting documentation will be used by DRPT for evaluation purposes.

iii. Supporting documentation for all proposed products must be made available, if requested by the evaluation committee, within deadlines provided by DRPT.

iv. For all supporting documentation pages must be paged numbered and placed behind a separate tab in the Technical Proposal entitled "Section 2 – Supporting Documentation".

h. Section 3 – Qualifications and Experience

i. The Bidder shall fully describe your firm's qualifications and experience in providing the services described herein to included:
- A brief overview of your firm's business structure and the relationship between any parent company and subsidiaries, if applicable to your firm and whether there are any planned mergers or company structure changes.
- Identify previous and current contracts similar to this project.
- Address your firm's current financial status to clarify your firm's financial stability and solvency during the contract period.
- Provide your firm's website if applicable where more information can be obtained regarding your firm.

- Include Attachment G, Vendor Data Sheet and clearly identify all reference contact information as requested.

ii. The Bidder may provide additional information on their qualifications and experience in this section.

iii. All pages contained in Section 3 must be placed behind a separate tab in the Technical Proposal entitled Section 3 – Qualifications and Experience".

i. Section 4 – Additional Material from Bidder (If applicable)

i. Additional information which the Bidder desires to present should be attached at the end of the Technical Proposal and designated as additional material.

ii. In this section, the Bidder may include terms and conditions which are sought to be included in addition to those set for herein, provided the Bidder's additional terms do not conflict with the terms and conditions or with any of the IFB requirements. If the Commonwealth, in its sole discretion, determines that any of the Bidder's additional terms are in conflict with any of the IFB requirements, the Bidder will be required to immediately remove them from their bid, and if they are not immediately removed the entire bid will be rejected and determined to be nonresponsive. Note: There will be no negotiation of terms and conditions.

iii. The Bidder shall create a separate tab for this additional material and entitle it "Section 4 – Additional Material from Bidder".

iv. All pages contained in Section 4 must be placed behind a separate tab in the Technical Proposal entitled Section 4 – Qualifications and Experience".

v. A cover memo must be included as the first page in this section to describe the contents of Section 4 and what IFB requirements are addressed by the additional material.

3. **Submission of Bids:**

a. The sealed envelope containing the bid must be submitted on or before the bid due date and time.

b. The Bidder is required to submit the following items in order for their bid to be complete and accepted by DRPT.

i. The IFB signature sheet, signed, containing the name of the primary contact person for this bid, their address, e-mail, facsimile number, and telephone number.

ii. All IFB addenda acknowledgements, if any, signed and filled out as required, behind the cover page in the proposal.

iii. The completed bid including all specific items or data requested in the IFB and any addenda.

c. In order to be considered for selection, the Bidder must submit a complete response to this IFB. Failure to submit all information requested may result in DRPT eliminating the Bidder's bid from consideration, at DRPT's sole discretion.

d. The Bidder shall submit their entire bid to DRPT as follows:

i. One (1) complete original bid.

ii. Four (4) copies of the complete original bid.

e. DRPT will not compensate the bidder for the cost of bid preparation whether or not an award is made.

f. When submitting a paper response to a solicitation, the bidder shall return the signed response in a sealed envelope. The envelope should be addressed and delivered to:

Krystyna Hepler
Commonwealth of Virginia
Department of Rail And Public Transportation
600 East Main Street, Suite 2102
Richmond, VA 23219

The envelope should also provide the following information: Name of Bidder, Street or Box Number, City, State, Zip Code; Solicitation Number, Close Date and Time.

i. If a solicitation response is not contained in an envelope as described above the bidder takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the bid to be disqualified. No other un-requested correspondence or other bids should be placed in the envelope. It is the Vendor's responsibility to make certain responses are at the correct address when Bids are due. Bids not at the specified location by or before the specified time and date of closing WILL NOT be accepted, even if they are elsewhere in the

building. Bids received after the closing date and time will be returned unopened.

g. Faxed or electronic bids will not be accepted.

h. Ownership of all data, materials, and documentation originated and prepared for DRPT pursuant to the IFB shall belong exclusively to DRPT and be subject to public inspection in accordance with the Virginia Freedom of Information Act.

i. Trade secrets/proprietary information submitted by a Bidder shall not be subject to the public disclosure under the Virginia Freedom of Information Act;

i. However, the bidder must invoke the protection of § 2.2-4342(F) of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted.

ii. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary and be submitted. Submit this behind the cover page in the technical Proposal.

iii. The proprietary or trade secret material submitted in the bid must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

iv. The classification of an entire bid document, line item prices, and/or total id prices as proprietary or trade secrets is not acceptable and may result in rejection of the bid. This instruction applies to all supplemental information that may be provided by the Bidder after the original bid submission for the duration of the procurement process.

v. This information will remain confidential into perpetuity.

D. **PROPOSAL EVALUATION**:

1. Proposal will be evaluated based on a committee review of the information provided. The committee evaluates proposals for responsiveness and responsibleness, and selects those proposals which meet its needs, based on the mandatory requirements specified in the IFB.

2. The evaluation committee may request written or oral discussions from Bidders to clarify or amplify the material in the proposal. Bidders must respond to any request for clarification from DRPT within the deadline specified by DRPT at the time of the

request. Inability of DRPT to reach a Bidder for clarification and/or failure of a Bidder to respond within the time stated may result in rejection of the Bidder's bid.

3. The contents of the Technical Proposal are not subject to negotiation.

4. The criteria used to evaluate the Technical Proposals include but are not limited to:

   a. Completeness and thoroughness of the Technical Proposal

   b. Compliance with all mandatory requirements.

   c. Qualification of the Bidders.

   d. References of the Bidder.

   e. Acceptance of the terms and conditions specified in the IFB.

5. Bids will be publicly opened and the names of the bidders responding will be read and recorded at a date that will be announced to the bidders. **In order to be informed of the names of responding bidders, bidders should provide two self-addressed stamped envelopes with responses**. Verbal or telephonic inquiries regarding the status of bids will not be accepted.

E. **METHOD OF AWARD:** Following the opening of the bids in accordance with the process above, an award will be made based on the lowest responsive and responsible bid. The Commonwealth reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the Commonwealth to be in its best interest. DRPT reserves the right to award the contract to a reasonably priced DMBE certified small business bidder that is other than the lowest responsive and responsible bidder.

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ATTACHMENT A

REQUIRED GENERAL TERMS AND CONDITIONS

1. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the "Vendor" tab.

2. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using the Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

3. **ANTI-DISCRIMINATION:** By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA).* If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

   In every contract over $10,000 the provisions in 1. and 2. below apply:

   A. During the performance of this contract, the contractor agrees as follows:

      1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

B. The contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

4. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

5. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

6. **DEBARMENT STATUS:** By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

7. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

8. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFB:** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the

provisions of the contract shall be effective unless reduced to writing and signed by the parties.

9. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

10. **PAYMENT:**

A. To Prime Contractor:

1. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

3. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the *Virginia Debt Collection Act*.

5. **Unreasonable Charges**. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia,* § 2.2-4363).

B. To Subcontractors:

1. A contractor awarded a contract under this solicitation is hereby obligated:

   (a) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

   (b) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

2. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

C. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate remedies may be assessed in lieu of withholding such payment.

D. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

11. **PRECEDENCE OF TERMS:** The following General Terms and Conditions from the *Vendors Manual*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

12. **QUALIFICATIONS OF BIDDERS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth

reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid) if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

13. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

14. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

15. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

    A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

    B. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

        1. By mutual agreement between the parties in writing; or

        2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

        3. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written

order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

16. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

17. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

18. **DELIVERY:** Vehicles shall be delivered to the various ordering entities throughout the State as required. For bidding purposes only, quote delivery to 600 E. Main Street, Richmond, VA 23219 (if your mailing address is in Richmond, VA, delivery charges are included in the base price of vehicle). The ordering entity will pay 60 cents per mile for mileage in excess of the distance from the dealer's location to 600 E. Main Street, Richmond, VA 23219. A 60 cents per mile credit will apply if the distance is less than the mileage to 600 E. Main Street. Mileage will be determined based on Yahoo.com (map, driving directions). Mileage shall be calculated between the dealer's address and the delivery address. Delivery will be accepted between the hours of 8:00 A.M and 4:30 P.M. Monday through Friday, except holidays.

19. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over $50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

20. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace"* means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

21. **NONDISCRIMINATION OF CONTRACTORS**: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

22. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION**: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

    a. eVA Basic Vendor Registration Service: $25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

    b. eVA Premium Vendor Registration Service: $25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

    c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of $500 per order.

    d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
        (i) DMBE-certified Small Businesses: 1%, capped at $500 per order.

(ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at $1,500 per order.

The eVA transaction fee will be invoiced approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

23. **SET-ASIDES**. This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders/offerors shall be deemed small business if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.

24. **BID PRICE CURRENCY**. Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

25. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH**: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

ATTACHMENT B

SPECIAL TERMS AND CONDITIONS

1. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

   Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

   If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default.

2. **OPTIONAL PREBID CONFERENCE:** An optional prebid conference will be held at 2:00 pm on December 12, 2011 at the State Corporation Commission (SCC),1300 E. Main Street, 2nd Floor, Courtroom "A", Richmond, Virginia. The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While attendance at this conference will not be a prerequisite to submitting a bid, bidders who intend to submit a bid are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

3. **BID OPENING:** Bids will be opened publicly on January 9, 2012 at 9:00 a.m. at the DRPT's offices at 600 East Main Street, suite 2102, Richmond, Virginia.

4. **AWARD:** The Commonwealth will make the awards to the lowest responsive and responsible bidder on the basis **of base price for Vehicle excluding options**. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest. DRPT reserves the right to award the contract to a reasonably priced DMBE certified small business bidder that is other than the lowest responsive and responsible bidder.

5. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for 60 days. At the end of the 60 days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

6. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for **four (4) successive one year periods** under the terms and conditions of the original contract. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

7. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

8. **PRICE ESCALATION/DE-ESCALATION:** Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the following Producer's Price index: **Motor Vehicles Category WPS # 141401**. Price escalation may be permitted only at the end of the contract period and only where verified to the satisfaction of the purchasing office, except for the eVA transaction fee reimplementation. However, "across the board" price decreases are subject to implementation at any time and shall be immediately given to the Commonwealth. Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.

   The purchasing office will notify the using entities and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

9. **DELIVERY**: State your earliest firm delivery or performance date: _____ 20___. This date may be a factor in making the award.

10. **BID PRICES:** Bid shall be in the form of a firm unit price for each item during the contract period.

11. **BUILD OUT DATE**: The bidder shall state the build out date for each model quoted and shall fill all orders placed prior to the build out date. The contractor is permitted to accept

orders after the build out date, until the termination date of the resulting contract. Failure to honor an order placed after the build out date is not a breach of the contract.

Specify build out date: _____

12. **PRODUCT INFORMATION:** The bidder shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid to be considered nonresponsive.

13. **TELEPHONE NUMBERS**: Please list the telephone number, fax number, e-mail, and the name of the responsible persons of your company who may be contacted regarding this contract. List sales and service office, addresses, and phone numbers:

NAME OF CONTACT PERSON: _____

TELEPHONE NUMBER: _____

FAX NO.: _____

E-MAIL: _____

14. **PAYMENT**: Payment for units purchased under this contract will be in accordance with the Virginia Prompt Payment Act and Section 11-62.10 of the Virginia Public Procurement Act. Payment will be made within 30 days following delivery of vehicle meeting specifications, or upon receipt of invoice, whichever occurs later. If the successful bidder wants to assign payment on this contract to a third party, indicate here:

Name: _____

Address: _____

Other: _____

15. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

16. **INSTALLATION:** All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.

17. **MAINTENANCE MANUALS:** The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.

18. **PREVENTIVE MAINTENANCE:** The contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.

19. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

20. **WARRANTY:** All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of 1 year following date of delivery. Should any defect be noted by the owner, the Purchasing Office will notify the contractor of such defect or non-conformance. Notification will state either (1) that the contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the contractor is required to correct or replace, it shall be at no cost to the Commonwealth and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.

21. **SMALL BUSINESS SUBCONTRACTING PLAN:** If the Contractor on the contract is a DMBE-certified small business, the Contractor shall indicate such in Section A of Attachment F. This shall include DMBE-certified women-owned and minority-owned businesses that meet the small business definition and have received the DMBE small-business certification. If the Contractor is not a DMBE certified small business, the Contractor is required to identify the portions of the contract the Contractor plans to subcontract to DMBE-certified small business by completing and returning Section B of Attachment F. If the Contractor is not a DMBE-certified small business and cannot practicably subcontract any portion of the requirements being solicited, in order to be considered responsive to the solicitation, the non DMBE-certified Contractor must document on Attachment F, section C, past efforts made to provide subcontracting opportunities to DMBE-certified small businesses for other contracts within the past 24 months.

22. **PURCHASE VOLUME AND DOLLAR REPORT:** The Contractor shall provide the Department of Rail and Public Transportation (DRPT) a quarterly contract usage report (Attachment D). This report shall reflect the vehicle orders placed against the contract for the respective quarter. The Contractor must remit the report within 15 days after the end of each quarterly reporting period.

23. **ADDITIONAL USERS:** This procurement is being conducted on behalf of grantees of the Department of Rail and Public Transportation who may be added or deleted at

anytime during the period of the contract. See Attachment H for the list of grantees. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency and upon mutual agreement of the contractor. Such modification shall name the specific entity added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.

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ATTACHMENT C

Commonwealth of Virginia
Department of Rail and Public Transportation

Invitation for Bid # 505-12-BB0001

27 Passenger BOC (32 ft. Wide Body) – Ford
24 Ambulatory, Two Wheelchairs & Driver

Specifications

This specification is for 2012 model passenger BOC wheelchair lift vans. The specifications are written to meet the needs of the Commonwealth of Virginia and the Department of Rail and Public Transportation (DRPT); however, the contract resulting from this bid will be made available for use by all agencies funded by DRPT.

The requirements below are for the base vehicle. All components, unless otherwise required by these specifications, shall be the standard or optional equipment specifically advertised and installed by the manufacturer for the vehicle which the bidder proposes to furnish. The only source of information in determining whether or not the equipment is specifically advertised for the vehicle being offered shall be the manufacturer's published vehicle literature.

Any equipment called for in these specifications which is not listed by the manufacturer as standard or optional for the model being offered is subject to buyer approval.

NOTE: Not all equipment required by this specification is factory installed. Certain items are not available from the Manufacturer. It is your responsibility to review the specifications in detail to ensure that you have outside sources of supply where necessary and the capability to fulfill the dealer installation for these items.

Vehicles and equipment must conform to the requirements set forth below. Minimum requirements are stated for certain equipment and may be exceeded, subject to buyer approval.

These specifications incorporate where appropriate all provisions of the Americans with Disabilities Act Final Rule as stated in the Federal Register Vol. 56. No. 173 of September 6, 1991, Subpart B-Buses, Vans and Systems, pages 45756 through 45761. The minimum specifications for a Ford 27 passenger (including driver) wide body vertical sidewall van with wheelchair lift as follows:

Engine: Ford engine, Gasoline to be a minimum of 6.8 litters

Gross Vehicle Weight (GVW): To be not less than 19,500 lbs.

Wheelbase:	Minimum of 228”
Overall Vehicle Length: (Bumper to Bumper)	Minimum of 32’
Exterior Width at Wheel Flares:	101”
Exterior Height:	Minimum of 118”
Ground to First Step:	Not to exceed 10.5”
Tread Depth:	Minimum of 8”
Step Riser:	Maximum of 8”
Interior Width at Seat Level:	Minimum 93”
Interior Height Standard Floor:	Minimum 75” at center aisle
Usable Floor Length:	Minimum of 248” (curbside) and 259” (streetside)

Ambulatory Door and Step Well: Electrically operated double outward opening transit door design, with a clear opening of 32” wide by 91” high. Door frames to be fully black anodized extruded aluminum. All attaching hardware to be zinc plated or stainless steel. Ambulatory step well shall be comparable to door width and shall have a minimum of three steps including the floor surface as one step. Step well frame to be powder coated black.

Wheelchair Lift Doors: Double Leaf Design with clear opening of 70” H x 46”W. There will be a 36”H X 14.5” W fixed glass in each door leaf. Single wheelchair lift doors are unacceptable. The doors shall be secured so as not to interfere with the operation of the wheelchair lift. The doors shall be key locked doors. Also, both doors shall have a latching device, i.e. one door will not be held closed by the other door. Both doors to include rods that secure the door at the top and bottom of the frame. Exterior handles shall be included on both doors that pivot the latching rods up and down to secure or release the door. Wheelchair lift doors shall include a top mounted, steel check style, zinc plated door hold open device with 30 lb. springs mounted to the interior of the door and the top of the door frame, to hold doors open (gas struts or shocks are not acceptable).

Rear Door: 32” x 54” with upper and lower windows. The rear door shall include a spring type device to hold door open (gas struts, shocks or t-handle tie-backs are unacceptable).

Vehicle Body: The vehicle shall be of a vertical sidewall design, which provides maximum shoulder room; slanted sidewalls such as a converted raised roof van are unacceptable. The interior of the passenger compartment shall be free of wheel “boxes”. The floor shall be flat throughout the entire seating and wheelchair securement area. The body shall be constructed of steel frame members completely encircling the passenger compartment going from the floor supports on one side, up, across the roof and down to the floor supports on the other side to

provide more or less of a roll bar at each body post location. These post assemblies, or roll bars, shall be tied together with longitudinal stringers at the top and bottom lines of the window openings and at least one on the body roof centerline to produce a safety cage design. The sidewalls and roof panels to be vacuum bagged during manufacture with four pounds of pressure for a minimum of 45 minutes to ensure proper curing and adhesion of all components. Exterior seams shall be constructed in such a manner that they shed water, that is, the leading panel shall be lapped over the following panel and in no case shall the sealing of the panels be dependent on caulking or adhesive tape alone. All exterior joints and seams shall be protected by the application and caulking compound zinc chromate type, butyl/rubber type. Body shall be thoroughly tested and made tight to prevent leakage. After all body components are installed, an aluminum trim secured by body fasteners will be placed over body seams to assure the body is weather proof. Before assembling, all metal parts shall be given a thorough anti-corrosion treatment. Interior surfaces of body panels and post, which are covered by trim materials, shall be given protection against corrosion. The vehicle must comply with the requirements of school bus rollover protection of the Federal Motor Vehicle Safety Standards (FMVSS) #220 as applicable.

Front Axle: To be equipped with heavy-duty axle and springs adequate for vehicle's gross vehicle weight.

Rear Axle: To be equipped with heavy-duty axle and springs adequate for vehicle's gross vehicle weight.

Shock Absorbers: Shall be load rated and of the heaviest duty available, capable of controlling the ride in the vehicle when empty, as well as when loaded to the GVW. They shall be a heavy-duty type to give maximum trouble free life in transit operations.

Suspension: The suspension system shall be load rated and of the heaviest duty available for the GVW of the vehicle. The springs shall be the "progressive type" to give an acceptable ride under various load conditions. The suspension system may be coil springs on the front and leaf springs on the rear.

Automatic Transmission: Shall be a 5 speed electronic transmission with overdrive and must be compatible with the engine specified. The transmission shall be equipped with an auxiliary transmission cooler. The transmission shall be equipped with an audible back-up alarm integrated into reverse gear backing lights.

Drive Shaft: Shall be rated capable of transmitting the torque multiplication of the power units to the drive wheels. A safety guard is required to prevent a broken shaft from touching the ground or contacting any brake lines.

Exhaust System: Shall be equipped with corrosion resistant muffler. No flexible tubing shall be used between the engine and the muffler. The exhaust shall exit at the rear of the vehicle.

Fuel Tank: To have the largest capacity furnished by manufacturer, minimum of 40 gallons.

Brakes: Shall be efficiency rated and of the heaviest duty available for the GVW of the vehicle involved. Four-wheel antilock brakes shall be provided. Braking system shall comply with FMVSS-121 or FMVSS-105, as applicable.

Parking Brake: Shall be manually operated working on the rear wheel brakes or the drive shaft. The parking brake shall be capable of holding a fully loaded vehicle on a 15% incline; the system shall incorporate a warning light on the instrument panel to indicate to the driver when the brake is on.

Steering: Power steering.

Tires and Wheels: Tires shall be the manufacturer's standard 225/70R 19.5G BSW tubeless radials. The weight distribution of the vehicle with maximum load shall be evenly distributed and not over load any tires beyond their rated capacity. Wheels shall be manufacturer's standard.

Electrical Alternator: Manufacturer's standard, minimum 155 amp.

Voltage Regulator: Shall be solid-state 12-volt system. Shall be compatible with the alternator.

Battery: Shall be two, maintenance free type, 12 volt batteries with a combined minimum of 1400 CCA.

Wiring: Shall be manufacturer's standard for circuits involved. All wiring shall be run inside the body in a protected area. Any wiring that is exposed to the elements shall be in loom and securely clipped for maximum protection. Clips shall be rubber or plastic coated to prevent them from cutting the wiring insulation. All wiring shall be color-coded and labeled for identification.

Wiring Schematics: The successful vendor shall provide complete **AS BUILT** wiring schematics for al wiring added by the body manufacturer. The schematics shall be made available to the recipient on disk or hard copy.

Parts Manuals: The successful vendor shall provide complete **AS BUILT** parts schematics for all items, including body panels, added by the body manufacturer. The schematics shall be made available to the recipient on disk or hard copy.

Exterior Armored Clearance Lights: Five amber fronts and five reds at rear. All clearance lights shall be armored or recessed.

Interior Access Door: An access door on the front bulkhead or over driver seat to access to the marker lights.

Reflectors: Four reds at rear and two amber at front.

Directional Signals: Shall be in compliance with FMVSS and state statutes. Signals, turn and four-way emergency flashers, shall be wired as an independent circuit at to that of the rear brake light system as to allow for emergency flash circuit to be operable and uninterrupted by a brake

application. Control switch shall be self-concealing type mounted on the steering column. Shall include a hazard-warning feature as required by FMVSS 108. A third or center OEM brake light shall be mounted above the center of the rear window. The additional brake light shall either be flush mounted or armored.

Interior Dome Lights: Shall be ceiling mounted only. There shall be a minimum of eight ceiling mounted lights to provide sufficient interior lighting. The opening of the door shall activate all bus body dome lights when the ignition is on or by a separate switch in the driver's compartment. There shall be two shielded step well lights, wired to light when the door opens and shall be mounted on both sides of the step well to provide light on each step tread, plus an area on the ground (3) feet beyond lower step. The step well lights shall be located to prevent one step from casting a shadow on another step tread. A dome light shall also be provided over the driver's seat area. The driver's seat area dome light shall be a separate circuit from the passenger area dome lights, however switches conveniently placed near the driver's seat shall activate both sets of dome lights.

Lighting: Shall conform to the specifications as outlined in the ADA regulations Subpart B-Buses, Vans and Systems, 38.31 Lighting.

Instruments: Shall be mounted in the instrument panel forward of the driver and in full view while in the driving seated position. The following gauges will be supplied: a) voltmeter b) engine water temperature c) oil pressure d) fuel gauge e) speedometer/odometer. In addition, the driver shall be warned of the following conditions by either a warning light or audible alarm: a) low voltage b) low oil pressure c) headlights on high beam d) parking brake applied e) turn signals activated.

Controls and Switches: They shall be permanently labeled for quick and unmistakable identification; they shall be lighted for nighttime operation (OEM and second stage) in such a way as to prevent glare in the windshield or driver's side windows. Glued identification decals are not acceptable. All bus body controls and switches (i.e. rear heater, body dome lights, bus body air conditioning controls, wheelchair activation switch, etc.) will be included on a control panel mounted to the engine cover or center console within easy reach of the driver. The control panel will include a wiring quick disconnect (pull apart) feature to aid in engine cover removal. The requirement for a quick disconnect feature is applicable if a pre-approved switch location is utilized.

Heater: Fresh air type front hot water heater, with windshield defroster. This heating system to be located in front of the passenger compartment and to be operated from the driver's position.

Rear Heater: A heater to be a minimum of 40,000 BTU/hour capacities and to be controlled from the driver's position. The rear-heating unit shall be located so as not to adversely affect the wheelchair tie down area or regular ambulatory movement.

There shall be a shut off valve in the heater piping located in an easily accessible to permit the water circulation to the heaters to be shut off area during hot weather.

Windshield Wipers/Washers: To be manufacturer's standard for the vehicle involved. A FOUR (4) position switch having OFF, INTERMITTENT, LOW and HIGH positions shall control wipers.

Sun Visor: Shall be padded type, fully adjustable, to provide sun glare protection either at the windshield or the driver's side window. Friction device shall hold it securely in either location and in any position during travel over rough road surfaces.

Mirrors: Ford OEM.

Safety Lens: A fresnel lens (minimum 8"x10") shall be centered and installed/glued on the upper or lower window in the rear door.

Exterior Finish: Shall be manufacturer's standard fleet white color of paint, with accent striping to match recipients existing fleet design. No full body paint schemes are required; i.e. all buses will incorporate white as the base color. The paint schemes required would include no more than three stripe colors in addition to the base body white. The stripes shall be painted, not applied as with vinyl graphic material. The paint used for the stripes shall be DuPont Clear Coat. The stripes shall include a "clear coat" finish. The body metal shall be properly treated before final color paint to prevent rusting or corrosion. A can or bottle of exterior touch up paint shall be provided. The transit system's name shall be reproduced with direct contact 3M seven-year vinyl or equivalent on each side of the vehicle and approved by the recipient. Some recipients will require logo reproduction on the exterior of the vehicle. The price for this graphic work is to be included in the price. If end user paint schemes are changed or modified during the life of this contract, vendor will be allowed to re-negotiate the cost to paint an individual agency's equipment.

Interior Colors: Shall be chosen from the manufacturer's standard colors.

Floor Deck: The seamless finished sub floor is ¾" thick Fiberglass Reinforced Plywood. The inner core of the FRP panels made of Northern Fir B/C plywood that has been plugged and filled. This material to be sandwiched between 17 oz woven rope fiberglass matt impregnated with fiberglass resin. The face side to have 20 mil gel coat finish and the back side to be covered with co-extruded melinex film.

The FRP panels are installed on top of the steel sub frame with grade five bolts. Construction adhesive utilized along the top of all floor members that intersect the floor decking material. A minimum of six bolts per cross member.

Floor Covering: Flooring in the passenger seating compartment shall be RCA transit quality rubber, 1/8" thick. The driver's area floor covering to be Ford OEM. Aisle covering shall be RCA transit quality 3/16" thick ribbed. Step treads shall have a white edge or nosing to pronounce the presence of the step. Vestibule covering shall be mitered to match the ribs in the aisle strip to facilitate clearing. There shall be no lip or nosing overhang; the step tread flange shall be flush with the vertical riser to eliminate any tripping condition. Carpeted floors are unacceptable for this application. The floor covering shall be color keyed providing a visual

contrast to the interior. The minimum choices for the floor color shall include black, tan, charcoal and blue. A white standee line shall be included at the forward area of the passenger compartment. The entry steps to include a white step nosing covering the leading edge of the step riser.

Combination Roof Ventilator/Emergency Exit: A non-closing, static exhaust vent shall be included on the roof hatch. The combination ventilator-emergency escape hatch, with the dimensions of 24 inches x 24 inches, shall be installed in the vehicle roof. When the hatch is open and the vehicle is in a forward motion, fresh air enters inside the vehicle.

Windows: Transit type top "T" slider windows with tempered safety glass, 31% tinted shall be installed in each side of the passenger compartment. Each window shall be a minimum of 36" wide by 36" high. Each window shall include a ventilation section providing ventilation for the passengers. Window(s) on each side of the bus shall function as an emergency exit in accordance with FMVSS #217. A curbside transition window to be located in front of the entry door. Minimum height to be 40" with total square inches of viewing area to be a minimum of 425.

Interior: All interior panels, materials and treatments shall be flame retardant. The headliner and side-walls shall be fiberglass panels with a gel coat finish to facilitate ease of cleaning. The cabliner will be a combination of chiller glass and padded panels.

Undercoating: The underbody, including wheel housings, shall be undercoated except those areas directly above the chassis exhaust pipe, muffler and tailpipe. Proper care shall be taken to prevent any coating from being deposited on grease fittings, moving parts, brake hoses, and drive shaft. Undercoating to meet MIL Spec C-62218A.

Mud Deflectors: Mud flaps shall be provided mounted to both front and rear wheel wells.

Seating: To have seating capacity of 27 adults including the driver and two passengers in wheelchairs. The stationary seats for 24 passengers shall be Freedman Seating Company Mid Height, Feather Weight Transit Line.

Seat belts shall be provided and color-coded to allow one to differentiate between which seat belt goes to which seat. Please refer to attached floor plan. Minimum hip to knee spacing will be 28.0 inches. All aisle side seats to include padded vandal resistant seat back grab handles. All seats and restraints must comply with current FMVSS standards, including 201, 202, 207, 208, 209, 210, 214, 225 and 302.

All seating to be secured in a 1 5/8" wide unistrut channel seat track. A 3 ½" wide 14 gauge steel plate will be welded to the steel sub frame. The unistrut channel is then welded to the plate. Wall track to be unistrut and monobolted every 6" to a 14 gauge steel tube that is part of the interior side wall structure.

Seat Covering: Standard cloth or vinyl seat coverings (or a combination of the two) shall be provided. Minimum color selections should include gray, blue, maroon and tan or brown. Pricing for level three seat covering to be included in bid price.

Floor Plan: All bidders shall submit a floor plan drawn specifically for this procurement. The floor plan shall be drawn to scale and clearly indicate hip to knee dimensions. Offers submitted without a floor plan as described above will be deemed non- responsive.

Driver's Seat: OEM Ford driver's seat ordered on chassis. The seat will be recovered to match passenger seats. Pricing for level three seat covering to be included.

Bumpers: Shall be provided at both front and rear of the vehicle. They shall wrap around the body sufficiently to give protection against impact at the body corners. The front bumper shall be supplied by the chassis OEM. The rear bumper to be wrap around style constructed of 10 gauge steel, powder coated black. The bumper brackets are to be bolted to the chassis frame.

Towing Devices: There shall be attachment points (2) at the rear. The towing devices shall be adequate in design and construction to permit towing the vehicle without distortion or failure.

Bus Body Air Conditioning: Air conditioning shall be Trans Air model TA714523 Super or approved equal rated at 100,000 BTU.

Evaporators (2): Trans Air model TA-71 rear evaporator and FM45 front evaporator.

Condensers (2): Trans Air models SMC2S and SMC3L

Compressors (2): Dual TM21

Fast Idle / Interlock: Intermotive or In-Power Advanced Fast Idle / Interlock System. The vehicle shall include a voltage monitor/engine idler. The device shall activate automatically when the vehicle is in a discharge situation, the transmission is in Park and the parking brake is applied. The device shall also include a manual activation switch. The device shall automatically deactivate when the parking brake is released and the vehicle is put in gear.

Safety Equipment: The following safety equipment shall be mounted in a location within the vehicle (approved by the Department of Rail and Public Transportation) so as not to interfere with the driver or passenger.

18 unit Virginia Bus First Aid kit:

2 boxes	Adhesive strips, 1" x 3", 16/box
2 boxes	2" bandage compress, 4/box
3 ea.	4" bandage compresses
2 ea.	40" triangular bandages
2 boxes	Antiseptic swabs, 10/box
1 box	Sting relief swabs, 10/box

1 ea. CPR mask with gloves, wipes
2 ea. 4” gauze bandages with clips
1 ea. Large wound compress

Fire extinguisher, 5# ABC type
Warning triangles, reflective type - (3) units
OSHA approved Body Fluid Clean Up Kit

Radio: To be an AM/FM stereo radio with a digital clock feature and a minimum of four (4) speakers.

Wheelchair Lift: A wheelchair lift shall be included on the curbside rear of the bus at the wheelchair lift door. A Braun Century Model NCL919FIB-2 or approved equal, shall be installed and conform to the specifications as outlined in the ADA regulations Subpart B-Buses, Vans and Systems, 38.23 Mobility aid accessibility. (b) Vehicle lift - pages 45757 - 45758. The lift assembly shall safely accommodate a static load of 800 lbs. All power units, operating joints, linkage and mounting points to the body shall be certified by the manufacturer as being adequate for the minimum load requirement. Lift shall be equipped with a manual over-ride to permit lift to be raised or lowered manually in event of power failure or emergency. A passenger handrail shall be provided on both sides of lift platform. A complete set of operating instructions, schematics and a trouble-shooting guide shall be included with each lift.

Securement Devices: There shall be two wheelchair tie down spaces (reference seating diagram). All floor-mounted attachments shall be flush mounted, and must meet 30/20 Impact Test Criteria per SAE J2249 Standard. The wheelchair securement devices shall conform to the specifications as outlined in the ADA regulations Subpart B-Buses, Vans and Systems, 38.23 Mobility aid accessibility. (d) Securement devices - page 45759. Acceptable kits are Sure-Lok Series AL727S-4C including AL700842 lap belt, FE2004732 shoulder belt and Sure-Lok Titan retractors or approved equal.

A storage container shall be provided for each securement station to allow clean storage of the system straps and belts when not in use.

A hand held web cutter shall be provided for each wheelchair position. (Sure-Lok part number 8705 or Q’Straint part number Q5-7590)

Stanchion Bar: Stanchion and grab bars shall be of corrosion steel or equivalent, a minimum of 1-1/4" in diameter and padded. Padding shall be permanently bonded to stanchion and grab bars. Padded stanchion bar shall be installed at side entrance door. Stanchion shall be mounted, floor to ceiling in structural members. Location to be approved by DRPT. Anti-vandal grab shall be located on top of each forwarded facing aisle seat except front passenger and driver seats and seats at rear door. A 20" passenger assist grab bar shall be securely mounted on both sides of the entrance door (dual door location), to provide additional support while boarding and alighting. Bar to be a minimum of 1" in diameter. Location to be approved by DRPT. There shall also be floor to ceiling stanchions on either side of the aisle at the entry to the passenger compartment. Both stanchions shall include a horizontal stanchion that attaches to the sidewall. In addition, the

curbside stanchion shall include a modesty panel separating the first row of curbside seats from the step well. Overhead grab bars as required by ADA or selected as an option must be one piece from front to back.

Doors, Steps and Thresholds: Shall conform to the specifications as outlined in the ADA regulations Subpart B-Buses, Vans and Systems, 38.25 Doors, steps and thresholds.

Priority Seating Signs: Shall conform to the specifications as outlined in the ADA regulations Subpart B-Buses, Vans and Systems, 38.27 Priority seating signs.

Interior Circulation, Handrails and Stanchions: Shall conform to the specifications as outlined in the ADA regulations Subpart B-Buses, Vans and Systems, 38.29 Interior circulation, handrails and stanchions.

Front End Alignment: Final front-end alignment before delivery. Printed before and after readings to be included.

License Brackets: Vehicle shall be preconfigured for front and rear license plates or equipped with front and rear license plate brackets.

OEM Approved Converter: All bidders must certify that they strictly conform to all requirements set forth by Ford Motor Company for final stage converters. Proof of participation in the Ford Transit Bus Qualified Vehicle Modifier Program to accompany bid.

International Organization for Standardization 9001:2008: All bidders will be required to submit an ISO 9001:2008 supplier's certification for the bus body manufacturer. Proof of certification shall accompany bid. Bids received without certification will be deemed non-responsive. ISO 9001:2008 has been implemented to insure suppliers conform to strict standards regarding the manufacturer's Quality Management System. The manufacturer's ISO 9001:2008 certification insures compliance with the customer's quality requirements and applicable regulatory requirements while enhancing customer satisfaction and achieving continual improvement of its performance in pursuit of these objectives.

Maintenance Provisions: A description of how and by whom warranty service can be provided is to be included. The vendor shall be responsible for all warranties associated with the vehicle. The vendor shall act as the first source for performing warranty work. This must cover both mechanical and body work. The manufacturer's warranty covering parts, materials and workmanship shall apply for a minimum period of twelve (12) months of 12,000 miles, whichever occurs first, and this warranty shall include repair and replacement of defective parts and labor. The structural body warranty to be a minimum of five years or 75,000 miles, whichever occurs first. The successful vendor shall be required to offer a toll free number to all recipients for warranty inquiries, parts orders and service related questions. The vendor shall have personnel available to answer warranty, parts and service inquiries Monday through Friday, 8:00 AM to 5:00 PM, except during Holidays recognized by The Commonwealth of Virginia. All bidders must offer proof of both chassis and body warranty (including bus body, air conditioning and wheelchair lifts) service points within the Commonwealth of Virginia. All bidders shall be

required to submit documentation providing the names of the vendors. Successful vendor shall be required to maintain service facilities in Central / Southwest Virginia, Tidewater and Northern Virginia.

The vehicle to be furnished shall conform to all applicable Federal and Motor Vehicle Safety Standards and all equipment shall conform to Title 46.1, Chapter 4, and Article 9 of the Code of Virginia and shall include a valid State Inspection Sticker. Chassis to be a standard proven model of manufacturer's latest current production and include all standard equipment as advertised with additional optional equipment as outlined above. All components, unless otherwise required by these specifications, shall be the standard or optional equipment specifically advertised and installed by the manufacturer including any additional warranties.

Prior to delivery the vendor must perform new vehicle service preparation. The vendor shall provide the Department of Rail and Public Transportation (DRPT) staff five working days notices prior to delivery to inspect the vehicles. The vehicle shall be in acceptable condition upon delivery and will be accepted only by an authorized person designated by the agency. Delivery shall be during normal business hours, i.e. 8 AM - 5 PM, Monday through Friday. Payment will not be initiated until the agency is assured that the vehicle has been delivered in an acceptable condition and everything is working properly. All vehicles shall have 30-day tags on delivery to recipient.

Dealer Requirements: All bidders are required to be licensed Virginia Motor Vehicle Dealers as established in Section 46.2 of the Virginia Code. Requirements include but are not limited to a minimum of 250 sq. ft. of office space in a permanent enclosed building, not used as a residence, devoted exclusively to the dealership. Dealership must also include contiguous space designated for the exclusive use of the dealer adequate to display at least ten vehicles. The facility must include a desk, chairs, filing space, a working telephone listed in the name of the dealership and working utilities. **Dealers shall include copy of certification with bid.**

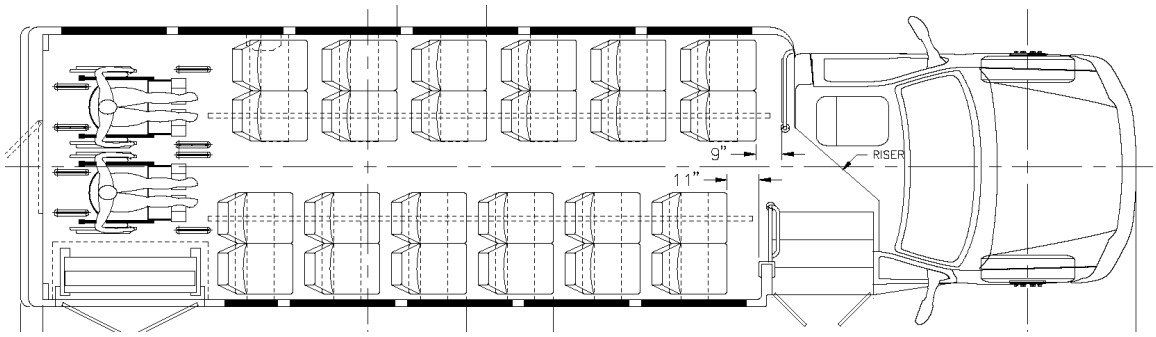
Qualification of Bidders: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder’s physical facilities prior to award to satisfy questions regarding the bidder’s capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

State Corporation Commission Identification Number: Pursuant to the Code of Virginia, 2.2-4311.2 subsection B, a bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid the identification number issued to it by the State Corporation Commission (SCC). Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder is not required to be so authorized.

Preliminary invoice: A preliminary invoice must be received at least 30 days prior to delivery to ensure prompt payment.

Federal Conditions of Manufacturer/Vendor: The Federal Conditions of Manufacturer/ Vendor (Attachment I) must be completed with bid package.

SEATING CHART



NOTE: rear door to be included per specification

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ATTACHMENT D

Purchase Volume and Dollar Report

Contractor Name	
Report Preparer Name	
Contact E-mail	
Contact Phone	
Report Start Date	
Report End Date	

Periods	Report Due Date
January 1 - March 31	April 15
April 1 - June 30	July 15
July 1 - September 30	October 15
October 1 - December 31	January 15

Instructions:

1. Enter your company name, contact info, and the dates covered by this report above.
2. Fill in all the cells for each line-item purchased. Follow the example shown below.
3. Please ensure correct spelling of the Grantee and Division/Department.

Calculated total sales amount for this reporting period: **$0.00**

Line #	DRPT Contract Number	Grantee Purchase Order Number	Grantee Purchase Order Date	Date Purchase Order Received	Date Dealer Placed Order	Order Confirmation Date	Estimated Delivery Date	Grantee Name (ensure correct spelling)	Division/Department (ensure correct spelling)	eVA Order? (Yes/No)	Spreadsheet Received? (Yes/No)	Description of Vehicle	Quantity Ordered	Vehicle Unit Price	Total Price for all Vehicles w/ Options	
1	MA E194-403	POBE194640	02/28/07	03/01/07	03/03/07	03/08/07	06/01/07	Greene County Transit	Purchasing	Y	Y	3/4 Ton Regular Cab 4x4	1	25,987.00	25,987.00	EXAMPLE
													-	$ -	$ -	

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ATTACHMENT E

OPTIONS – 2012 DRPT FORD Medium Duty Bid

Options will not be included in determining low bidder for award.

	OPTION	PRICE
1	Add 34 inch two passenger foldaway vertical flip seat (price per seat) in the wheelchair securement area (if available on selected model)	
2	Strobe lights (2), one each roof mounted at front and rear caps. Strobes to be Specialty Model 205 mini strobe (2.25" high) or equal.	
3	Q-Straint QRT Max wheelchair securement systems vs std, each.	
4	6.7 liter diesel engine	
5	Front help bumper	
6	Rear help bumper	
7	Ground plane installed in roof with interior door and cable conduit with pull wire routed to cab area. Please provide per unit price.	
8	Stainless steel wheel inserts	
9	Folding arm rests per seat	
10	Adjustable head rests per seat	
11	ABS seat backs	
12	Front roller type destination sign (25 stations)	
13	Side roller type destination sign (25 stations)	
14	Destination sign lettering (per placement, per sign)	
15	Driver's locking document box – cabinet style with key lock on door	
16	Diamond Model XV fare-box with two vaults	
17	Ford Shop manuals	
18	Freedman integrated child restraint seats - single child restraint seat with companion seat	
19	Freedman integrated child restraint seats – dual child restraint seats	
20	Level four seat covering – per seat	
21	Level five seat covering – per seat	
22	Level six seat covering – per seat Level seven seat covering – per seat	
23	Reclining passenger seats – each	

24	30” x 42” interior baggage rack	
25	Spare tire carrier	
26	Delete rear door (credit)	
27	Overhead standee rail - one standard	
28	One additional 40K BTU rear heater	
29	Overhead interior parcel bins	
30	Bullet style reading lights – each	
31	Reflexite reflective tape package (egress windows and body outline)	
32	Alarm and warning light signaling lift door open	
33	Sportworks DL2 two position bike rack painted steel	
34	Sportworks DL2 two position bike rack stainless steel	
35	LED clearance lights vs. standard	
36	Luminator front and side destination signs(provide model number)	
37	Twin Vision front and side electronic destination signs (provide model number)	
38	Next stop signal system	
39	Child “Checkmate” system	
40	Sportworks mounting hardware (exclusive of rack, installed)	
41	REI three camera video surveillance system	
42	REI four camera video surveillance system	
43	REI five camera video surveillance system	
44	Altro safety vinyl flooring	
45	Altro flooring on side wall to seat track	
46	Echovision obstacle detection system rear mounted or equal	
47	Ricon KlearVue ADA lift	
48	Braun Vista ADA lift	
49	Add standard ambulatory seat, per seat (to match seats in vehicle)	
50	Add 34” two passenger notchback foldaway vertical flip seat in the wheelchair securement area	
51	Multiple buses keyed alike (each)	
52	Driver’s coat hook in radius behind driver	
53	6” x 16” interior mirror	
54	Vandal resistant seat back grab handles (each) for wall side seats	
55	Wheelchair track full width of bus vs std	
56	Exterior step-well light	
57	Fare box floor plate and power supply	
58	GFI Odyssey fare box (specify model number)	
59	Provide jack and handle	

60	Wheelchair lift dress cover	
61	Gray interior gel coat walls vs std	
62	Minimum 225 amp alternator	
63	Fuel sending unit access panel in floor	
64	Freedman USR retractable seat belts (each)	
65	Vertical seat stitching per seat	
66	Engine hour meter	
67	Delete accessibility package (CREDIT)	
68	Full body paint vs std white	
69	Freedman Citi seats vs std	
70	Mentor BBX and Road Ranger install	
71	Spare wheel and tire to match OEM	
72	Yellow standee line and step nosing in lieu of standard	
73	Yellow seat back grab handles in lieu of standard	
74	Yellow stanchions and standee rails in lieu of standard	
75	120,000 BTU air conditioning vs std	
76	Secure Connect wheelchair securements vs standard	
77	LED brake, tail and reverse lights	
78	LED upper-mounted light	
79	LED turn signals	
80	Full Bus Wrap including windows	
81	Full Bus Wrap excluding windows	
82	Driver’s side aluminum running board	
83	LED interior lighting	
84	Florescent interior lighting	
85	Angel Trax three camera video surveillance system	
86	Angel Trax four camera video surveillance system	
87	Angel Trax five camera video surveillance system	
88	Wheels shall have matching wheel covers.	
89	Exterior scheme applied with bus wrap material	
90	Overdrive Controller (specify model)	
91	Fixed pane transit windows	
92	Installation of Zonar Electronic Vehicle Inspection Report System (EVIR)	
93	Installation of Zonar V2J: High-Definition GPS & Vehicle Diagnostics system	

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ATTACHMENT F

Small Business Subcontracting Plan

Definitions

Small Business: "Small business" means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of $10 million or less averaged over the previous three years. Note: DMBE-certified women- and minority-owned businesses shall also be considered small businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbe.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ Date: _____

Instructions
(Failure to complete and submit this form may result in your proposal not being considered.)

A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall include DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.

B. If you are not certified by DMBE as a small business and plan to subcontract part of this contract with a DMBE certified business, complete only Section B of this form.

C. If you are not certified by DMBE as a small business and cannot identify any subcontracting opportunities to subcontract part of this contract with a DMBE-certified business, only provide the information requested in Section C of this form.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (**check only one below**):

_____ Small Business

_____ Small and Women-owned Business

_____ Small and Minority-owned Business

Certification number:_____ Certification date:_____

Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall include DMBE-certified women-owned and minority-owned businesses that meet the small business definition and have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

Small Business Name & Address **DMBE Certificate #**	**Status if Small Business is also: Women (W), Minority (M)**	**Contact Person, Telephone & Email**	**Type of Goods and/or Services**	**Planned Contract Involvement**	**Planned Annual Contract Dollar Expenditure Amount**
Totals $					

Section C

Respond to how your business has met or exceeded at least two of the following indicators within the past 24 months. Your response may include any good faith efforts made regarding this procurement.

C. Good Faith Effort Indicators by the Offeror

1. Identify areas of work your business has subcontracted to DMBE-certified small businesses for other contracts. Include company names, dates, dollar amounts, and percentages on a per contract basis.

2. List research efforts conducted by your business in the past to locate DMBE-certified small businesses by advertising in publications or in the classified section of the newspaper where small businesses are likely to see it. List specific publications and dates.

3. List small business outreach meetings, conferences, or workshops conducted by your firm to locate DMBE-certified small businesses—including the dates, participation numbers, and results.

4. Provide documented correspondence (i.e., certified mail, email, receipt of fax transmissions, etc.) to small businesses from the lists provided by DMBE and other outreach agencies and organizations which indicates your solicitation of such for utilization of subcontracting opportunities on other contracts for which your business has competed.

5. List areas of work which your business has subcontracted with DMBE-certified small businesses for upcoming contracts—including the name of the business, certification number, dates, dollar amounts, and percentages on a per contract basis.

6. Provide documentation of any assistance offered to interested small businesses in obtaining bonds, lines of credit, and/or insurance for any present or past contracts your business has in place.

7. Provide documentation of follow-up on initial contacts with DMBE-certified small businesses (e.g., telephone call logs, emails, certified letters, etc.). Be sure to list the small business name and dates of contact.

ATTACHMENT G

VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive. (In the case of a two-step IFB, it may cause the proposal portion to be determined to be not acceptable.)

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

   Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

   _____ Years _____ Months

4. Vendor Information: VA Vendor ID or DUNS Number: _____

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

   A. Company:_____ Contact: _____

   Phone:(_____)_____ Fax: (_____)_____

   Project:_____

   Dates of Service: _____$ Value: _____

   B. Company:_____ Contact: _____

   Phone:(_____)_____ Fax: (_____)_____

   Project:_____

   Dates of Service: _____$ Value: _____

   C. Company:_____ Contact: _____

   Phone:(_____)_____ Fax: (_____)_____

   Project:_____

   Dates of Service: _____$ Value: _____

   D. Company:_____ Contact: _____

   Phone:(_____)_____ Fax: (_____)_____

   Project:_____

   Dates of Service: _____$ Value: _____

I certify the accuracy of this information.

Signed: _____Title: _____ Date: _____

When used: This form is used as an attachment to a solicitation when the agency or institution wishes to check the bidder's/offeror's references or to verify the bidder's/offeror's experience.

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ATTACHMENT H

Agencies Funded by DRPT

A Grace Place Adult Care Center
Accomack Northampton TDC
Adult Care Service
Adult Day Care of Martinsville and Henry Counties
Alexandria Transit
American Emergency Vehicles
American Red Cross
Appalachian Agency for Senior Citizens
ARC of Greater Prince William
Arc of the Virginia Peninsula
Arlington County
Bay Aging, Inc.
Bedford County
Beth Sholom Home
Blacksburg Transit
Blue Ridge Opportunity Services
Bon Secours Senior Health
Bristol Virginia Transit
Buchanan County Transportation
CAPUP
Central Shenandoah Planning District Commission
Central Virginia Area Agency on Aging, Inc.
Chesapeake Service Systems
Chesterfield Community Services Board
Chesterfield County
City of Alexandria
City of Bristol, Tennesse
City of Charlottesville
City of Danville
City of Fairfax
City of Falls Church
City of Fredericksburg
City of Harrisonburg
City of Kingsport
City of Lynchburg
City of Martinsville
City of Radford
City of Richmond
City of Staunton
City of Virginia Beach
City of Williamsburg
Community Association for Rural Transportation, Inc.
Community Transportation Association of Virginia
Crater District Area Agency On Aging /FGP
Crater Planning District Commission
Crossroads Community Services
Cumberland County
Daily Planet Health Care for Homeless
Danville City Parks and Recreation Department
Danville-Pittsylvania Community Services
Dickenson County Transportation
District III Public Transit
Dulles Area Transportation Association
Eastern Shore Community Services Board
ECHO.INC
ElderHomes Corporation
ESAAA/CAA
Essex County
Fairfax County
Farmville Area Bus
Friendship Industries, Inc.
George Washington Regional Commission
Giles Health & Family Center
Gloucester County
Goochland Fellowship and Family Service
Goodwill Industries of the Valleys
Grafton School, Inc.
Greater Lynchburg Transit Company
Greater Richmond Transit Company
Greater Roanoke Transit Company
Greene County
Greensville Adult Activity Services
Hampton Roads Planning District Commission
Hampton-Newport News Community Services Board
Hanover Community Services
Henrico Area MH/MR Services
Historic Triangle Senior Center
Hope House Foundation
Hopewell Redevelopment and Housing Authority
Intelligent Transportation Society of Virginia
James City County
JAUNT, Inc.
Jewish Community Center of Northern Virginia
Junction Center for Independent Living
Lake Country Area Agency on Aging
Loudoun County
Lynchburg Community Action Group, Inc.
Metropolitan Washington Airports Authority
Metropolitan Washington Council of Governments
Middle Peninsula Planning District Commission
Middle Peninsula-Northern Neck CSB
Montgomery County
Mount Rogers Community Services Board
Mountain Empire Older Citizens
New River Valley Community Services Board
New River Valley Planning District Commission
New River Valley Senior Services - Pulaski Area Transit
Northern Neck Planning District Commission
Northern Shenandoah Valley Regional Commission
Northern Virginia Transportation Commission
Northwestern Community Services Board
NuRide, Inc.

Northern Virginia Regional Commission
PARC Workshop, Inc.
Peninsula Agency on Aging
Petersburg Area Transit
Piedmont Community Services Board
Pleasant View, Inc.
Portco, Inc.
Potomac and Rappahannock Transportation Commission
Prince William County
Quin Rivers Agency for Community Action, Inc.
Rappahannock Area Agency on Aging
Rappahannock Area Community Services Board
Rappahannock-Rapidan Area Agency on Aging
Rappahannock-Rapidan Community Services Board
Rappahannock-Rapidan Planning District Commission
Resort Area Transportation Management Association
Richmond Area ARC
Richmond Community Action Program
Richmond Planning District Commission
Richmond Redevelopment and Housing Authority
Richmond Residential Services
Ridefinders
Roanoke County
Roanoke Valley-Alleghany Regional Commission
Rockbridge Area Community Services Board
Rockbridge Area Occupational Center, Inc.
Rockbridge Area Transportation System, Inc.
Rockbridge County
Rockingham County
Russell County Public Transportation
Senior Services of Southeastern Virginia
Shenandoah Area Agency on Aging, Inc.
Shen-Paco Industries, Inc.
Southern Area Agency on Aging
Southside Community Services Board
St. Joseph's Villa
Stepping Stones, Inc.
STEPS, Inc.
Sussex-Greensville-Emporia Adult Activity Services
Tazewell County
The Arc of Central Virginia
The Arc of Greater Prince William
The Arc of Harrisonburg/Rockingham
Thomas Jefferson Planning District Commission
Town of Altavista
Town of Ashland
Town of Blackstone
Town of Bluefield - Graham Transit
Town of Chincoteague
Town of Haymarket
Town of Herndon
Town of Kenbridge
Town of Orange
Town of Purcellville
Town of South Hill
Town of Victoria
Town of Warrenton
Town of West Point
Transportation District Commission of Hampton Road
Tysons Transportation Association, Inc.
UHSTS, Inc. - RADAR
Valley Program for Aging Services, Inc.
Vector Industries, Inc.
Virginia Port Authority
Virginia Rail Policy Institute
Virginia Regional Transportation Association
Virginia Transit Association
Virginias Region 2000 Local Government Council
West Piedmont Planning District Commission
Western Tidewater Community Services Board
Williamsburg Area Transit Authority
Winchester Transit
Wise County
Washington Metropolitan Area Transit Authority
Washington Metropolitan Area Transit Commission

ATTACHMENT I

FEDERAL CONDITIONS OF MANUFACTURER/VENDOR

TABLE OF CONTENTS

A.1 - Federally Required and Other Model Contract Clauses and Certifications

1. Buy America Requirements
2. Cargo Preference Requirements
3. Energy Conservation Requirements
4. Clean Water Requirements
5. Bus Testing
6. Pre-Award and Post Delivery Audit Requirements
7. Lobbying
8. Access to Records
9. Federal Changes
10. Clean Air
11. Recycled Products
12. No Government Obligation to Third Parties
13. Program Fraud and False or Fraudulent Statements and Related Acts
14. Termination
15. Government-wide Debarment and Suspension
16. Privacy Act
17. Civil Rights Requirements
18. Breaches and Dispute Resolution
19. Disadvantaged Business Enterprises (DBE)
20. Incorporation of Federal Transit Administration (FTA) Terms
21. FTA Certifications

1. BUY AMERICA REQUIREMENTS
49 U.S.C. 5323(j)
49 C.F.R. pt. 661

The Buy America regulation, at 49 C.F.R. pt. 661.13, requires notification of the Buy America requirements in FTA-funded contracts, but does not specify the language to be used. The following language has been developed by FTA.

Buy America - The contractor agrees to comply with 49 U.S.C. § 5323(j) and 49 C.F.R. pt. 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. pt. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. § 5323(j)(2)(C) and 49 C.F.R. pt. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The Manufacturer must submit with the proposal the proposed component and sub-components parts of the vehicle identified by manufacturer, country of origin, and cost; and the proposed location of the final activity point for the buses, including a description of the activities that will take place at the final assembly point and cost of final assembly.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of ***Compliance with*** *49 U.S.C. 2121 § 5323(j)(1)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. § 5323(j)(1) and the applicable regulations in 49 C.F.R. pt. 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certification requirement for procurement of steel, iron, or manufactured products.

*Certificate of **Non-Compliance** with 49 U.S.C. § 5323(j)(1)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. § 5323(j)(1) and 49 C.F.R. pt. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. §§ 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. pt. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Certification requirement for procurement of buses, other rolling stock and associated equipment.

*Certificate of **Compliance with** 49 U.S.C. § 5323(j)(2)(C).*

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. § 5323(j)(2)(C) and the regulations at 49 C.F.R. pt. 661.11.

Date _____

Signature _____

Company Name _____

Title _____

*Certificate of **Non-Compliance** with 49 U.S.C. § 5323(j)(2)(C)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. § 5323(j)(2)(C) and 49 C.F.R. pt. 661.11, but may qualify for an exception pursuant to 49 U.S.C. §§ 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. pt. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

2. CARGO PREFERENCE REQUIREMENTS
46 U.S.C. App.1241
46 C.F.R. pt. 381

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees:
a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading).
c) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

3. ENERGY CONSERVATION REQUIREMENTS
42 U.S.C. 6321 *et seq*.
49 C.F.R. pt. 18

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

4. CLEAN WATER REQUIREMENTS
33 U.S.C. § 1251

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq*. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

5. BUS TESTING
49 U.S.C. § 5318(c)
49 C.F.R.pt. 665, App. A

Bus Testing - The Contractor [Manufacturer] _____ agrees to comply with 49 U.S.C. § 5318(c) and FTA's implementing regulation at 49 C.F.R. pt. 665 and shall perform the following:

1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.

2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

The Manufacturer must submit with the proposal Bus Testing Certificate and the Bus Testing Report.

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. § 5318(e)and FTA's implementing regulation at 49 C.F.R.pt. 665. The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 C.F.R. pt. 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 2 C.F.R. pt. 1200.

Date: _____

Signature: _____

Company Name: _____

Title: _____

6. PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS
49 U.S.C. 5323
49 C.F.R. pt. 663

- Buy America certification is mandated under FTA regulation, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. pt. 663.13.

- Specific language for the Buy America certification is mandated by FTA regulation, "Buy America Requirements--Surface Transportation Assistance Act of 1982, as amended," 49 C.F.R. pt. 661.12, but has been modified to include FTA's Buy America requirements codified at 49 U.S.C. § 5323(j).

Pre-Award and Post-Delivery Audit Requirements - The Contractor agrees to comply with 49 U.S.C. § 5323(d)(l) and FTA's implementing regulation at 49 C.F.R. pt. 663 and to submit the following certifications:

(1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT

(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at $100,000)

Certificate of Compliance

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. § 5323(j)(2)(C), § 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. pt. 661.11:

Date: _____

Signature: _____

Company Name: _____

Title: _____

Certificate of Non-Compliance

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. § 5323(j)(2)(C) and § 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. §§ 5323(j)(2)(B) or (j)(2)(D), 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. pt. 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

7. LOBBYING
31 U.S.C. § 1352
49 C.F.R.pt. 19
49 C.F.R. pt. 20

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. § 1352(b)(5), as amended by § 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 C.F.R. § . 20.110(d)

- Language in Lobbying Certification is mandated by 49 C.F.R. pt. 19, Appendix A, § 7, which provides that contractors file the certification required by 49 C.F.R. pt. 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to § 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 C.F.R.pt. 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 C.F.R. pt. 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq*.] - Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 C.F.R. pt. 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 C.F.R. pt. 20--CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with § 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. § 1601, *et seq.*)]
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ _____
Signature of Contractor's Authorized Official Date

_____

Name and Title of Contractor's Authorized Official

8. ACCESS TO RECORDS AND REPORTS
49 U.S.C. § 5325
18 C.F.R. pt.18.36 (i)
49 C.F.R. pt. 633.15

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. pt. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. pt. 633.15 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. § 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. §§ 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. pt. 633.15, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C.§ 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. §§ 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. pt. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. § 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. § 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 C.F.R. pt. 18.36(i) (11).

7. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics		Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
I State Grantees a. Contracts below SAT ($100,000) b. Contracts above $100,000/Capital Projects		None None unless[1] non-competitive award	Those imposed on state pass thru to Contractor	None Yes, if non-competitive award or if funded thru[2] 5307/5309/5311	None None unless non-competitive award	None None unless non-competitive award	None None unless non-competitive award
II Non State Grantees a. Contracts below SAT ($100,000) b. Contracts above $100,000/Capital Projects		Yes[3] Yes[3]	Those imposed on non-state Grantee pass thru to Contractor	Yes Yes	Yes Yes	Yes Yes	Yes Yes

Sources of Authority:
[1] 49 USC § 5325 (a)
[2] 49 C.F.R. pt. 633.17
[3] 18 C.F.R. pt. 18.36 (i)

9. FEDERAL CHANGES
49 C.F.R. pt. 18

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

10. CLEAN AIR
42 U.S.C. §§ 7401 *et seq*.
49 C.F.R. pt. 18

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq*. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

11. RECYCLED PRODUCTS
42 U.S.C. 6962
40 C.F.R.pt. 247
Executive Order 12873

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6901), including but not limited to the regulatory provisions of 40 C.F.R.pt. 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. pt. 247.

12. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
31 U.S.C. §§ 3801 *et seq*.
49 C.F.R.pt. 31 18 U.S.C. 1001
49 U.S.C. § 5307

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. pt.31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

14. TERMINATION
49 U.S.C. § 10301 *et seq.*
FTA Circular 4220.1F

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.
If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Convenience or Default (Architect and Engineering) The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.
If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

j. Termination for Convenience of Default (Cost-Type Contracts) The (Recipient) may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

15. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

This contract is a covered transaction for purposes of U.S.DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. pt. 1200, which adopts and supplements U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. pt. 180.

Accordingly:

(1) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 1200, which adopts and supplements 2 C.F.R. pt. 180, throughout the period of this contract.

(2) The Contractor verifies that neither it, including its principals and affiliates, nor any of its principals in this contract, including subcontractors at any tier with contracts of $25,000 or more, or requires the consent of a Federal official, or is for federally required audit services are presently excluded or disqualified, under the standards of those U.S. DOT regulations and U.S. OMB guidelines; or have been provided an exception in accordance with those U.S. DOT regulations and U.S. OMB guidelines. Among other things, the Contractor before entering into a covered subcontract, the Contractor agrees to:

(a) Check the U.S. General Services Administration Excluded Parties List System (EPLS); or

(b) Collect a certification from that person; or

(c) Add a clause or condition the invitation for bids or request for proposals pertaining to a covered third party contract or transaction.

(3) The Contractor agrees that it must inform the *buyer/owner* of any different information that may later come to its attention for the duration of this contract.

(4) The Contractor agrees to include a similar clause in any subcontract at any tier expected to be priced at $25,000 or more *(or if applicable, contract at any tier that requires the consent of a Federal official, or contract at any tier for federally required audit services of any value).*

16. PRIVACY ACT
5 U.S.C. § 552

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

17. CIVIL RIGHTS REQUIREMENTS
29 U.S.C. § 623, 42 U.S.C. §§ 2000d, 2000e
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 C.F.R. pt. 1630, 41 C.F.R. pts. 60 *et seq.*

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. pts. 60 *et seq*., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal

Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. pt. 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

18. BREACHES AND DISPUTE RESOLUTION
49 C.F.R. pt. 18
FTA Circular 4220.1F

Applicability to Contracts
All contracts in excess of $100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down
The Breaches and Dispute Resolutions requirements flow down to all tiers.

Model Clauses/Language
FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

19. DISADVANTAGED BUSINESS ENTERPRISE (DBE)
49 C.F.R. pt. 26

Background and Applicability

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts. A substantial change to the payment

provisions in this newest version of Part 26 concerns retainage (*see* section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause subsection d.

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *and Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal **has not** been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. pt. 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **{insert agency name}** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 C.F.R. pt. 26.13(b)).
1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.
The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from DRPT. In addition, **[the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the {insert agency name} and contractor's receipt of the partial retainage payment related to the subcontractor's work.]**

e. The contractor must promptly notify DRPT, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of DRPT.

20. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS
FTA Circular 4220.1F

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

20. FTA Certifications

ATTACHMENT I-1

1.2.23 CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for major third party contract), _____ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or has a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property:

3. Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause of default. (If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify any of the statements in this certification, the participant shall attach and explanation to his Certification.)

1.2.23 CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

_____
Signature and Title of Authorized Official

1.1.23

The undersigned chief legal counsel for the _____ hereby certifies that the _____ has authority under State local law to comply with the subject assurances and that the certification above has been legally made.

_____
Signature of Applicant's Attorney

_____
Date

1.1.23 CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

The Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third party contact, _____ certifies by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by and Federal department or agency.

(If the Lower Tier Participant (potential dub-grantee or sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)

THE LOWER-TIER PARTICIPANT (POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER AN FTA PROJECT, POTENTIAL THIRD PARTY CONTRACTOR OR POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT) _____ _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEO. ARE APPLICABLE THERETO.

_____

(Signature and Title of Authorized Official)

The undersigned chief legal counsel for the _____ hereby certifies that the _____ has authority under State and Local law to comply with the subject assurances and the certifications above has been legally made.

_____

(Signature of Applicant's Attorney)

_____

(Date)

ATTACHMENT I-2

CONTRACTOR: NUMBER:

EQUIPMENT:

1.2.21 TRANSIT VEHICLE MANUFACTURE'S CERTIFICATION HAS COMPLIANCE WITH SUBPART D, 49 C.F.R. pt. 23.

This procurement is subject to the provisions of § 23.67 of 49 C.F.R. pt. 23. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid. A bid, which does not include the certification, will not be considered.

TRANSIT VEHICLE MANUFACTURER CERTIFICATION

_____, a TVM, hereby certifies that it has complied with the requirements of Section 23.67 of 49 C.F.R. pt. 23 by submitting a current annual DBE goal to FTA. The goals apply to Federal Fiscal Year _____ (October 1, 20_____ to September 30, 20____) and have been approved or not disapproved by FTA.

_____, hereby certifies that the manufacturer of the transit vehicle supplied _____ has complied with the above-reference requirement of § 23.67 of 49 C.F.R. pt. 23.

Date: _____

Signature: _____

Title: _____

Firm: _____

ATTACHMENT I-3

BIDDER'S CERTIFICATION OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) SUBMISSION TO FTA

The _____
(name of Bidder) hereby certifies that it has submitted plans for the participation of Disadvantaged Business Enterprise (DBE) in conformation to the U. S. Department of Transportation's Minority business Enterprise Regulations (49 C.F.R. pt. 26) and is eligible to bid on vehicle contracts awarded under assistance from the Federal Transit Administration (FTA).

Bidder's Name _____

Signature: _____ Date: _____
Authorized Agent

_____
Printed Name & Title

Subscribed and sworn to before me this _____ day of _____, 20____.

_____
Notary Public

My Commission expires _____, 20____.

ATTACHEMENT I-4

Affidavit of Non-Collusion

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the bidder (If the bidder is an individual, a partner in the bid (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);

2. That the attached bid or bids has been arrived at by the bidder independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or service described in the invitation for bid, designed to limit independent bids or competition;

3. That the contents of the bid or bids has not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids.

4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

Bidder's Name:_____

Signature: _____ Date: _____
Authorized Signature

_____
Print Name and Title

Subscribed and sworn to before me this _____ day of _____, 20_____.

_____
Notary public

My Commission expires _____, 20_____.

Bidder's E.I. Number _____
(Number used on employer's Quarterly Federal Tax Return)